

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
WACO DIVISION**

ESW HOLDINGS, INC.,

Plaintiff / Counterclaim-defendant,

v.

ROKU, INC.,

Defendant / Counterclaim-plaintiff.

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CIVIL ACTION NO.: 6:19-CV-44-ADA

ORDER GRANTING ROKU'S MOTIONS *IN LIMINE*

Having considered Roku's Motions *in Limine*, and for good cause thereon, the Court hereby rules on those motions as follows:

Motion	Ruling
ROKU Motion <i>in Limine</i> No. 1: Argument, suggestion, documents, testimony, or other evidence regarding indirect infringement. [AGREED BY PARTIES]	GRANTED.
ROKU Motion <i>in Limine</i> No. 2: Argument, suggestion, documents, testimony, or other evidence regarding divided infringement.	GRANTED.
ROKU Motion <i>in Limine</i> No. 3: Argument, suggestion, documents, testimony, or other evidence regarding willful infringement	DENIED.
ROKU Motion <i>in Limine</i> No. 4: Argument, suggestion, documents, testimony, or other evidence that Roku knew of any of the asserted patents prior to suit.	DENIED.
ROKU Motion <i>in Limine</i> No. 5: No reference or suggestion that Roku copied Ensequence products or processes	GRANTED.
ROKU Motion <i>in Limine</i> No. 6: No reference to other Roku cases, litigations, or disputes, or events or evidence therein. [AGREED BY PARTIES]	GRANTED.
ROKU Motion <i>in Limine</i> No. 7: Argument, suggestion, documents, testimony, or other evidence by Marcus Reading about the following	DENIED.

Motion	Ruling
agreements being technologically comparable to one or more of the asserted patents: Ensequence-Game Show Network Agreement (ESW_013946); Ensequence-Univision Networks & Studios, Inc. Agreement (ESW_013969); and Ensequence-Pop Media Networks Agreement (ESW_013983)	
ROKU Motion <i>in Limine</i> No. 8: Any expert opinions not contained in the expert's respective expert report(s).	GRANTED.
ROKU Motion <i>in Limine</i> No. 9: No expert witness testimony from individuals other than those expert witnesses who have been properly designated and admitted as such at trial.	Expert witness testimony from individuals other than those expert witnesses who have been properly designated and admitted as such at trial is already precluded under Fed. R. Civ. P. 26, and Fed. R. Evid. 701, 702.
ROKU Motion <i>in Limine</i> No. 10: Any implied or express suggestion that Roku expert John Bone espoused, adopted, applied, or arrived at a 30% reasonable royalty rate	DENIED.
ROKU Motion <i>in Limine</i> No. 11: Any testimony or evidence from ESW expert Marcus Reading as to a 30%, 15%, 3%, 2%, or 6% reasonable royalty rate.	DENIED.
ROKU Motion <i>in Limine</i> No. 12: Any corporate testimony that ESW objected to providing, refused to provide, or could not provide during deposition.	GRANTED.
ROKU Motion <i>in Limine</i> No. 13: Any testimony not provided in deposition due to a claim of attorney client or work product privilege.	GRANTED.
ROKU Motion <i>in Limine</i> No. 14: No reference to Roku's overall revenues or profits (except as needed to establish royalty base(s) for damages purposes), or implied or express suggestion that sought damages is relatively small compared to Roku's overall revenues or profits.	GRANTED.
ROKU Motion <i>in Limine</i> No. 15: Argument, suggestion, documents, testimony, or other evidence regarding quantity of Roku player devices sold.	DENIED.
ROKU Motion <i>in Limine</i> No. 16: No extraneous statement during closing that is unrelated to the evidence presented or a disputed issue that is designed primarily to illicit an emotional juror response.	GRANTED.
ROKU Motion <i>in Limine</i> No. 17: No statements	GRANTED.

Motion	Ruling
regarding the outcome of any motions or discovery disputes between the parties in this case. [AGREED BY PARTIES]	

SO ORDERED this the 23rd day of March, 2021.


 ALAN D ALBRIGHT
 UNITED STATES DISTRICT JUDGE